

Sent: 5/9/2025 4:41:17 PM
From: Ethridge, Kyle <Kyle.Ethridge@louisvilleky.gov>
To: Bennett, Olivia
Cc: Hawkins, Tammy
Bcc:
Importance: Normal
Subject: Re: Photos of Severance Agreement
Attachments [image003.png](#) , [image004.jpg](#) , [image005.jpg](#)
: , [image006.jpg](#) , [image007.jpg](#) , [image008.jpg](#)
, [image009.jpg](#) , [image010.jpg](#) , [image011.jpg](#)
, [image012.jpg](#) , [image013.jpg](#) , [image014.jpg](#)
, [image015.jpg](#) , [image016.jpg](#) , [image017.jpg](#)

You're welcome!

Ms. Kyle Ethridge
Majority Caucus Communications Director
Louisville Metro Council
502.574.4137 o
502.526.3622 c

On May 9, 2025, at 3:55 PM, Bennett, Olivia <olivia.bennett@louisvilleky.gov> wrote:

Thank you Kyle!

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From: Ethridge, Kyle <Kyle.Ethridge@louisvilleky.gov>

Sent: Friday, May 9, 2025 1:29:22 PM

To: Hawkins, Tammy <Tammy.Hawkins@louisvilleky.gov>; Bennett, Olivia <olivia.bennett@louisvilleky.gov>

Subject: FW: Photos of Severance Agreement

FYI

<image003.png>

Ms. Kyle Ethridge

Majority Caucus Communications Director
Louisville Metro Council
601 W. Jefferson Street | Louisville, KY 40202
d: (502) 574-4137 c: (502) 526-3622

From: Mathew Ballard <mftwmedia@gmail.com>
Sent: Friday, May 9, 2025 1:06 PM
To: Ethridge, Kyle <Kyle.Ethridge@louisvilleky.gov>
Subject: Photos of Severance Agreement

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Mathew Ballard



SEVERANCE AGREEMENT AND RELEASE

This Severance Agreement and Release ("Agreement") is made and entered into by and between Robert Lee, and STELLAR SNACKS LLC ("STELLAR SNACKS").

In consideration of the mutual covenants and promises herein contained and other good and valuable consideration, the value of which is hereby acknowledged, STELLAR SNACKS and Robert Lee hereby agree to the following:

1. Releasees. As used in this Agreement, the term "Releasees" shall include STELLAR SNACKS and each of STELLAR SNACKS's successors, assigns, heirs, agents, directors, trustees, officers, employees, former employees, volunteers, employee benefit plans and trusts, representatives, attorneys, parent or subsidiary entities, acquiring or acquired entities, related entities (and agents, directors, officers, employees, representatives, and attorneys of such related entities), and all persons acting by, through, under, or in concert with any of them and all other persons, firms, and corporations.
2. No Admission of Liability. This Agreement and compliance with this Agreement shall not be construed as an admission by STELLAR SNACKS of any liability whatsoever or as an admission by STELLAR SNACKS of any violation of the rights of Robert Lee or any person or any violation of any order, law, statute, duty, or contract whatsoever against Robert Lee or any person. STELLAR SNACKS specifically disclaims any liability to Robert Lee or any other person for any alleged violation of the rights of Robert Lee or any person or for any alleged violation of any order, law, statute, duty, or contract on the part of Releasees.
3. Consideration.

3.1. STELLAR SNACKS will pay Robert Lee the sum of one (1) week of severance pay, for a total amount of \$1000.00 (minus applicable taxes) in a lump sum no later than ten (10) days following Robert Lee's execution of this agreement.

3.2. Robert Lee releases all existing claims against Releasees, as specified in this Agreement, and covenants to the terms of this Agreement.

3.3. Adequacy of Consideration. Robert Lee agrees that the covenants and promises made by him in this Agreement are in consideration of the payment and other promises made hereunder by STELLAR SNACKS, which he acknowledges to be sufficient, just, and adequate consideration for his covenants and promises. Robert Lee acknowledges that, but for his execution of this Agreement, he would not be entitled to the consideration provided herein.

3.4. Tax Issues. Robert Lee is hereby advised that the settlement amount is likely to be considered taxable income and subject to disclosure to the appropriate taxing authorities. Robert Lee is hereby advised that he should consult a tax expert with any relevant tax questions. Robert Lee agrees to pay federal or state taxes, if any, which are required by law to be paid with respect to this settlement and Agreement. Robert Lee further agrees to indemnify, defend, and hold Releasees harmless from any claims, demands, deficiencies, levies, assessments, executions, judgments, or recoveries by any governmental entity against Releasees for any amounts claimed due on account of this Agreement or pursuant to claims made under any laws and any costs, expenses, or damages sustained by Releasees by reason of any such claims, including any amounts

paid by Releasees as taxes, attorneys' fees, deficiencies, levies, assessments, fines, penalties, interest, or otherwise.

3.5. Entire Consideration. Robert Lee agrees that the foregoing payment shall constitute the entire amount of consideration provided to him under this Agreement and that he will not seek any further compensation, monetary or otherwise, for any other claimed damages, costs, or attorneys' fees in connection with the matters encompassed in this Agreement.

4. Benefits. Robert Lee is not entitled to any other benefits accruing from his employment with STELLAR SNACKS.

5. Receipt of Entitlements. Robert Lee acknowledges that all obligations by STELLAR SNACKS to Robert Lee are set forth in this Agreement and in Section 3 and above and that STELLAR SNACKS has no remaining obligation for any matter or under any circumstance.

6. No Other Claims and Covenant Not to Sue. Robert Lee represents that he has not filed any complaints, claims, charges, appeals, or actions against Releasees with any state, federal, or local agency or court and that he will not do so at any time hereafter. Provided, nothing in this Agreement shall be construed to prohibit Robert Lee from filing a charge or complaint with the Equal Employment Opportunity Commission challenging the validity of this Agreement or participating in any investigation or proceeding conducted by the Equal Employment Opportunity Commission. However, Robert Lee is hereby releasing and forever waiving any private right to sue, and any associated applicable remedies, which may be issued by any state or federal agency.

7. Confidentiality of Agreement. Robert Lee and STELLAR SNACKS agree that they will keep the terms, conditions, and amount of this Agreement completely confidential and that they will not hereafter disclose any information concerning this Agreement to anyone, provided that they may make such disclosures as are required by law and as are necessary for legitimate law enforcement or compliance purposes.

7.1. Robert Lee and STELLAR SNACKS also agree that neither this Agreement nor evidence of this Agreement shall be used or offered as evidence in any proceeding for any purpose whatsoever, except for purposes of enforcement and compliance.

7.2. In the event Robert Lee is requested by subpoena, deposition notice, court order, or otherwise to disclose the terms of this Agreement, Robert Lee shall give written notice to STELLAR SNACKS within ten (10) days of his receipt of the request for disclosure so as to allow STELLAR SNACKS the opportunity to seek a protective order or pursue any other legal process as to such matter. Robert Lee agrees that the foregoing confidentiality agreement is an integral part of the consideration being provided by STELLAR SNACKS. Notwithstanding these provisions, Robert Lee may disclose the terms of this Agreement to the I.R.S., his certified accountant or financial advisor, and his attorneys, upon those individuals agreeing to maintain this Agreement in strict confidence, as set forth in this section.

8. Confidential Information. Robert Lee hereby represents and acknowledges that in the course of Robert Lee's employment with Releasees, Robert Lee has had access to and made use of certain confidential information of actual or potential independent economic value relating to Releasees' business. Such confidential information includes, but is not limited to, business

strategies, pricing, financial results, client lists, confidential accountant/client information, and other information and records that are owned by STELLAR SNACKS and are regularly used in the operation of Releasees' business. Robert Lee represents and agrees that Robert Lee will not disclose any of the aforesaid information, directly or indirectly. Robert Lee further represents that all files, records, documents, computer programs, client lists, and similar items relating to the business of Releasees, including any and all copies whether prepared by Robert Lee or otherwise coming into Robert Lee's possession, shall remain the exclusive property of Releasees and have not and will not be removed from the premises of Releasees by Robert Lee or Robert Lee's agent(s). Robert Lee further represents that all files, records, documents, drawings, specifications, client lists, equipment, computer programs, and similar items relating to the business of Releasees are no longer in his possession.

9. Non-Disparagement and Nondisclosure Covenants. Robert Lee agrees that he will not, at any time in the future, in any way disparage STELLAR SNACKS or its current and former trustees, officers, directors, and employees, verbally or in writing, or make any statements to the press or to third parties that may be derogatory or detrimental to STELLAR SNACKS's good name or business reputation. Likewise, STELLAR SNACKS, including its current and former officers, directors and employees, will not, at any time in the future, in any way disparage Robert Lee, verbally or in writing, or make any statements to the press or to third parties that may be derogatory or detrimental to Robert Lee's good name and reputation.

Robert Lee further agrees that the terms and conditions of this Agreement will be held strictly confidential. Robert Lee will not disclose, discuss, or reveal the monetary or other terms of this Agreement to any other persons, entities, or organizations, except his immediate family members, attorneys, tax preparers, financial advisors, and any agency to which he is required

to report his income, unless disclosure is compelled by subpoena or other legal process or is necessary to enforce his rights under the Agreement. Likewise, STELLAR SNACKS agrees that the terms and conditions of this Agreement are strictly confidential and it will not disclose or reveal the monetary or other terms of this Agreement to any other person, entity, or organization.

9.1.1. In the event Robert Lee discloses the terms of this Agreement to any of the aforementioned individuals to whom disclosure is permitted, Robert Lee shall specifically advise the recipient of the confidentiality provision herein and shall expressly condition the disclosure upon the recipient's agreement to maintain the confidentiality of this Agreement.

9.1.2. Any violation of the Nondisclosure and Non-Disparagement Covenants shall be a material breach of this Agreement. The parties acknowledge that in the event of such a violation, it will be impracticable or extremely difficult to calculate the resulting damages and, therefore, the parties agree that, upon a breach, the non-breaching party shall have the following rights and remedies, in addition to any provable monetary damages: (i) For each breach by Robert Lee of the Nondisclosure Covenant occurring after the execution of this Agreement, and each repetition thereof, Robert Lee will pay to STELLAR SNACKS as liquidated damages, and not as a penalty, the sum of one thousand dollars (\$1,000); (ii) In the event of a breach by either party of the Non-Disparagement Covenant, the breaching party shall pay to the other party as liquidated damages, and not as a penalty, the sum of one thousand dollars (\$1,000) for each such breach and each repetition thereof.

10. Release. With the exception of any claim that the law precludes Robert Lee from waiving by agreement, Robert Lee irrevocably and unconditionally releases, acquits, and forever discharges Releasees from any and all charges, complaints, claims, promises, agreements, controversies, liabilities, obligations, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses (including attorney's fees and costs actually incurred) of any nature whatsoever, known, whether based on contract, statute, or common law, or unknown, which arise from any and all events occurring on or before the date of this Agreement, including, without limitation, all claims arising from actions or inactions by any of the Releasees.

10.1. Additional Scope of Release. In addition, and not by way of limitation, to the broad and general release set forth above, Robert Lee specifically acknowledges and agrees that, by executing this Agreement, he is releasing any claims against Releasees for disability discrimination in violation of the Americans with Disabilities Act of 1990 ("ADA") (42 U.S.C. §§ 12101), the Age Discrimination in Employment Act ("ADEA") (29 U.S.C. § 621, et seq.), any violation of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000e, et. seq.) ("Title VII"), the Equal Pay Act of 1963 (29 U.S.C. § 2006(d)), any claims under 42 U.S.C. Section 1981, 42 U.S.C. Section 1983, claims under the Employee Retirement Income Security Act ("ERISA"), the Family and Medical Leave Act (29 U.S.C. § 2601, et. seq.) ("FMLA"), the Unemployment Compensation Law, any claims under any state law, statute, or ordinance, including state equal opportunities for employment laws and fair employment and housing laws, any claims arising under the Fair Labor Standards Act (29 U.S.C. § 201, et. seq.) and any similar state statute, any wage, hour, tip, or bonus claims arising under any federal, state, or local law, any claim for retaliation, and any claims

administrative complaint, or other legal action in breach of this covenant not to sue or otherwise initiates any legal steps to invalidate the release contained herein, Robert Lee shall immediately return to STELLAR SNACKS the consideration described above in paragraph three in its entirety. STELLAR SNACKS's entitlement to this payment shall be in addition to any other remedies it might have arising from the breach of this Agreement.

10.5. Robert Lee understands that there may hereafter be a discovery of claims or facts in addition to those currently known or believed to be true; nevertheless, and for the purpose of implementing a full and complete release and discharge of each and all of the Releasees, Robert Lee expressly acknowledges that this Agreement is intended to include and does include in its effect, without limitation, all claims which Latonya McCrary does not know or suspect to exist in his favor at the time he signs this Agreement and that this settlement expressly contemplates the extinguishment of all such known or unknown claims against all known and unknown tortfeasors, people, companies, or any other legal entity.

10.6. Definition of "Claims". Robert Lee understands the word "claims" to include all actions, claims, and grievances, whether actual or potential, known or unknown, and specifically, but not exclusively, all claims arising out of Robert Lee employment with or separation from STELLAR SNACKS.

11. Robert Lee further understands and agrees that he:

11.1. Has carefully read and fully understands all of the provisions of this Agreement.

growing out of any legal restriction on Releasees' right to terminate or constructively terminate its employees including, but not limited to, contract, tort, public policy, or wrongful discharge, which arise from any and all events occurring on or before the date of this Agreement. This release shall also include claims for interference with contract and/or prospective economic advantage and claims relating to or arising from any right to purchase or actual purchase of equity or debt interests in STELLAR SNACKS. The scope of all of the claims released above shall include, without limitation, all claims arising from actions or inactions by any of the Releasees. All such claims (including related attorneys' fees and costs) are forever barred by this Agreement.

10.2. The Release granted herein does not relate to claims that may arise after this Release is executed;

10.3. Robert Lee has the right to consult with an attorney prior to executing this Release.

10.4. Covenant Not to Sue. At no time in the future will Robert Lee file or maintain any charge, claim, or action of any kind, nature, and character whatsoever against any of the Releasees or cause or knowingly permit any such charge, claim, or action to be filed or maintained in any federal, state, or municipal court, administrative agency, arbitral forum, or other internal. Robert Lee further agrees that he will not initiate, join, participate, encourage, or actively assist in the pursuit of any employment-related legal claims against STELLAR SNACKS or its employees or agents, whether the claims are brought on Robert Lee's own behalf or on behalf of any other person or entity. Nothing in this paragraph shall preclude Robert Lee from testifying truthfully in any legal proceeding pursuant to subpoena or other legal process. In the event Robert Lee files a lawsuit, charge,

11.2. Is, through this Agreement, releasing STELLAR SNACKS from any and all claims he may have against STELLAR SNACKS.

11.3. Is knowingly and voluntarily agreeing to all of the terms set forth in this Agreement.

11.4. Knowingly and voluntarily intends to be legally bound by the same. This Agreement has been entered into voluntarily and not as a result of coercion, duress, or undue influence.

11.5. Was advised and hereby is advised in writing to consider the terms of this Agreement and to consult with an attorney of his choice prior to executing this Agreement and has had a reasonable period of time to consult with his attorney prior to executing this Agreement. Robert Lee understands and agrees that the terms of this Agreement were determined after negotiation and, as such, should not be strictly construed for or against any party.

12. Effective Date. This Agreement shall become binding and effective as of the date and time Robert Lee signs this Agreement.

13. Counterparts. This Agreement may be executed in counterparts, and each executed counterpart shall have the efficacy and validity of a signed original and with the same effect as if all parties hereto had signed the same document. All counterparts so executed shall be deemed to be an original, shall be construed together, and shall constitute one agreement. Photographic copies of such executed counterparts may be used in lieu of the original for any purpose.

14. Successors. This Agreement shall be binding upon the parties hereto and upon their heirs, administrators, representatives, executors, successors, and assigns and shall inure to the benefit of said parties and each of them and to their heirs, administrators, representatives, executors, successors, and assigns. Robert Lee expressly warrants that he has not transferred to any person or entity any rights, causes of action, or claims released in this Agreement.

15. Governing Law and Consent to Personal Jurisdiction. The laws of the state of Nevada shall govern this Agreement. The parties further understand and agree that, in any legal proceeding arising under this Agreement, venue shall be in Washoe County, Nevada. Robert Lee hereby consents to personal jurisdiction in Nevada and in the county provided herein. The venue choice set forth herein shall not limit or restrict STELLAR SNACKS's right, at its sole discretion, to pursue the equitable, injunctive, or specific performance remedies set forth in this Agreement in any jurisdiction or venue where Robert Lee may be found or where a breach or threatened breach may, or has, occurred or of enforcing any such remedy obtained in Nevada in such other jurisdictions or venues.

16. Modification. This Agreement may not be altered, amended, or modified or otherwise changed in any respect whatsoever, except by a subsequent writing executed by the parties.

17. Representations. Robert Lee represents and acknowledges that in executing this Agreement he does not rely and has not relied upon any representation or statement made by Releasees or by any of Releasees' agents, attorneys, or representatives with regard to the subject matter, basis, or effect of this Agreement or otherwise, other than those specifically stated in this written Agreement.

18. Remedies and Relief. In addition to any remedies at law or equity that may be available to STELLAR SNACKS for any breach by Robert Lee, STELLAR SNACKS may also seek specific performance, seek appropriate injunctive relief to prevent a breach, and seek any other relief that may be available. Such relief shall be in addition to other remedies available and shall not constitute an election of remedies or be in lieu of any other legal or equitable remedies, damages, attorney's fees, and/or costs.

18.1. Damages Inadequate. Robert Lee hereby agrees that it would be impossible or inadequate to measure and calculate STELLAR SNACKS's damages and that it will be immediately and irreparably harmed from any breach of the covenants set forth herein. Accordingly, Robert Lee agrees that if he breaches or STELLAR SNACKS has a good-faith reason to believe that Robert Lee has breached or is about to breach any the covenants herein, STELLAR SNACKS will have available, in addition to any other right or remedy available (including monetary damages, if appropriate), the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and to specific performance of any such provision of this Agreement (including, but not limited to, temporary restraining orders, preliminary injunctions, and permanent injunctions) with any court in Nevada or where Robert Lee may be found or where a breach or threatened breach may, or has, occurred. Robert Lee acknowledges that such remedies could prohibit his employment for a reasonable period of time.

18.2. Legal Standard. Robert Lee acknowledges that the remedies, including the temporary restraining order or preliminary injunction, allowed by this Agreement, which only require a good-faith belief in a breach or threatened breach, are a lower legal standard than normally required for such relief. Robert Lee specifically consents to the court

ordering such temporary remedies until a hearing can be held, where the court is hereby authorized to issue such further remedies and/or permanent injunctions based upon this Agreement.

18.3. No Bond or Security. Robert Lee further agrees that no bond or other security shall be required in obtaining such equitable relief and hereby consents to the issuance of such injunction and to the ordering of specific performance.

18.4. Costs and Attorneys' Fees for Violation. In the event that Robert Lee should violate any of the terms of this Agreement, unless otherwise provided herein, Robert Lee shall be liable for and shall pay for any damages caused to STELLAR SNACKS by the violation, and Robert Lee shall also be liable for all attorneys' fees, expenses, and costs incurred in relation to pursuing, proving, prosecuting, defending, or enforcing any matter encompassed by this Agreement.

18.5. Costs and Attorneys' Fees for Enforcement in Good Faith. Attorneys' fees and all costs and expenses shall be awarded to STELLAR SNACKS for obtaining any preliminary and/or permanent equitable or injunctive relief if the court finds such relief was requested by STELLAR SNACKS in good faith, and such award shall be made even if a permanent injunction is not issued.

19. Enforceability. Should any provision of this Agreement be declared or be determined by any court of competent jurisdiction to be wholly or partially illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal, unenforceable, or invalid part, term, or provision shall be first

amended to give them the greatest effect allowed by law and to reflect the intent of the parties and, if this modification is not possible, such term shall be deemed not to be a part of this Agreement.

20. Waiver. The waiver by either party of any term, condition, or provision of this Agreement shall not be construed as a waiver of any other or subsequent term, condition, or provision.

21. Entire Agreement. This Agreement sets forth the entire agreement between the parties hereto and fully supersedes any and all prior or contemporaneous agreements or understandings, written or oral, between the parties pertaining to the subject matter hereof.

22. Headings. The headings of each paragraph shall not be given any meaning, are not intended to be used to interpret this Agreement, are not to be used to explain, expand, contract, or limit the language of this Agreement in any way, and are only included for the purpose of easy reference.

Dated: _____, 2024. By:
Robert Lee

Dated: _____, 2024.

By: _____
ELISABETH GALVIN

Its: _____
STELLAR SNACKS